

**INTERCONNECTION AGREEMENT- UNDER SECTIONS 251
AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Between

MID-PLAINS, INC.

and

TDS METROCOM, INC.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is dated as of July 1, 2002 by and between Mid-Plains, Inc., a Wisconsin corporation, ("MID-PLAINS") and, TDS Metrocom, Inc., ("CLEC"), a Delaware corporation, with its principal place of business at 525 Junction Road, Suite 6000, Madison, Wisconsin 53717.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users; and

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users in the state of Wisconsin; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where MID-PLAINS is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the Wisconsin Public Service Commission;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and MID-PLAINS hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth the terms, conditions and prices under which MID-PLAINS agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to MID-PLAINS' network and compensation for the transport and termination of telecommunications.
- 1.2 The Network Elements or Resale Services provided pursuant to this Agreement may be connected to other Network Elements or Resale Services provided by MID-PLAINS or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete relocate or modify the Resale Services, Network Elements purchased hereunder.
- 1.3 MID-PLAINS may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.4 This Agreement includes and incorporates herein all accompanying Appendices, Addenda and Exhibits.
- 1.5 Unless otherwise provided in the Agreement, MID-PLAINS will perform all of its obligations concerning its offering of Resale Services and Unbundled Network Elements under this Agreement throughout the entire service area where MID-PLAINS is deemed to be the Incumbent Local Exchange Carrier under the Act.

2. DEFINITIONS

- 2.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.
- 2.2 **GENERAL DEFINITIONS**
 - 2.2.1 "Access Service Request" (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

- 2.2.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2.3 **"Advanced Services"** means intrastate or Interstate wireline Telecommunications Services, such as ADSL, xDSL, that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
- 2.2.3.1 Data services that are not primarily based on packetized technology, such as ISDN,
- 2.2.3.2 x.25-based and x.75-based packet technologies, or
- 2.2.3.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 2.2.4 **"Affiliate"** is As Defined in the Act.
- 2.2.5 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 2.2.6 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.2.7 **"As Defined in the Act"** means as specifically defined by the Act.
- 2.2.8 **"As Described in the Act"** means as described in or required by the Act.
- 2.2.9 **"Automatic Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

- 2.2.10 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.
- 2.2.11 **"Business Day"** means Monday through Friday, excluding holidays on which MID-PLAINS does not provision new retail services and products.
- 2.2.12 **"Calling Party Number" (CPN)** means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 2.2.13 **"Central office switch" (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 2.2.13.1 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 2.2.13.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.2.14 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation.
- 2.2.15 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 2.2.16 **"Commission"** means the Public Service Commission of Wisconsin (PSC-WI)
- 2.2.17 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.2.18 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 2.2.19 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive,

exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

2.2.20 **"Custom Local Area Signaling Service Features" (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

2.2.21 **"Customer" or "End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.2.22 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

2.2.23 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by MID-PLAINS and forwarded to CLEC.

2.2.24 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

2.2.24.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

2.2.24.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.2.24.3 any Force Majeure Event.

- 2.2.25 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 2.2.26 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 2.2.26.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 2.2.26.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.2.26.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.2.27 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 2.2.28 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 2.2.29 **"Exchange Access"** is As Defined in the Act.
- 2.2.30 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 2.2.31 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 2.2.32 **"FCC"** means the Federal Communications Commission.
- 2.2.33 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

- 2.2.34 **"Feature Group D" (FG-D)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 2.2.35 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 2.2.36 **"Foreign Exchange" (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 2.2.37 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.2.38 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 2.2.39 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 2.2.40 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

- 2.2.41 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.2.42 **"Interconnection"** is As Defined in the Act.
- 2.2.43 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 2.2.44 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.2.45 **"InterLATA"** is As Defined in the Act.
- 2.2.46 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 2.2.47 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 2.2.48 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.
- 2.2.49 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 2.2.50 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

- 2.2.51 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 2.2.52 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 2.2.53 **"Local Calls"**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different MID-PLAINS Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 2.2.54 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 2.2.55 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 2.2.56 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the MID-PLAINS Serving Wire Center.
- 2.2.57 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 2.2.58 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 2.2.59 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

- 2.2.60 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.2.61 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 2.2.62 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 2.2.63 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 2.2.64 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 2.2.65 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).
- 2.2.66 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

2.2.67 **“Network Element”** is As Defined in the Act.

2.2.68 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

2.2.69 **“Number Portability”** is As Defined in the Act.

2.2.70 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

2.2.71 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

2.2.72 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

2.2.73 **“Party”** means either CLEC or MID-PLAINS that is a Party to this Agreement. **“Parties”** means both CLEC and MID-PLAINS.

2.2.74 **“Permanent Number Portability” (PNP)** is a long-term method of providing LNP using LRN.

2.2.75 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

- 2.2.76 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.
- 2.2.77 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
- 2.2.78 **"Rate Center"** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 2.2.79 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 2.2.80 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 2.2.81 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 2.2.82 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 2.2.83 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.
- 2.2.84 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B,

Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

2.2.85 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

2.2.86 **"Telecommunications"** is As Defined in the Act.

2.2.87 **"Telecommunications Carrier"** is As Defined in the Act.

2.2.88 **"Telecommunications Service"** is As Defined in the Act.

2.2.89 **"Telephone Exchange Service"** is As Defined in the Act.

2.2.90 **"Telephone Toll Service"** is As Defined in the Act.

2.2.91 **"Trunk"** means a communication line between two switching systems.

2.2.92 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

2.3 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to." The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3. EFFECTIVE DATE

3.1 This Agreement becomes effective ("Effective Date") (1) when executed by each Party and ten (10) calendar days after the approved by the Commission under

Section 252(e) of the Act; or (2) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4. INTERVENING LAW

- 4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions and collectively of each such Amended Rules relating to any of the provisions in this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5. TERM OF AGREEMENT

- 5.1 This Agreement will become effective as of the Effective Date stated above, and unless terminated earlier in accordance with the terms hereof, shall continue in effect until June 30, 2005 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.
- 5.2 Notwithstanding any other provision of this Agreement, either Party (the "Terminating Party") may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days after receiving written notice thereof pursuant to this Section 5.2; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Section 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that

same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this Section 5.2 shall take effect immediately upon delivery of written notice by the Terminating Party to the other Party that it is effecting termination pursuant to this Section 5.2 and that conditions (i) and (ii) above pertain.

- 5.3 Upon the expiration of the Initial Term or any time thereafter, either Party may terminate this Agreement by providing written notice to the other Party of its intention to terminate, such written notice to be received at least ninety (90) days in advance of the date of termination. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.3 other than its obligations under Sections 5.4 and 5.5.
- 5.4 Upon termination or expiration of this Agreement in accordance with Sections 5.2 or 5.3:
 - 5.4.1 Each Party shall continue to comply with its obligations set forth in Section 48; and
 - 5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.
 - 5.4.3 Each Party's confidentiality obligations shall survive; and
 - 5.4.4 Each Party's indemnification obligations shall survive.
- 5.5 In the event of termination of this Agreement pursuant to Section 5.3, MID-PLAINS and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.
- 5.6 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party at least ninety (90) days prior to the end of the Initial Term. Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

- 5.7 If either Party requests renegotiation of this Agreement pursuant to Section 5.6 above, the rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

6. ASSIGNMENT

- 6.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that MID-PLAINS may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of TDS Telecommunications Corporation, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 6.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

- 7.1 Each Party may, without the consent of the other Party, fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 8.1 For the purposes of this Agreement, "Proprietary Information" means confidential or proprietary technical or business information given by one Party ("the

Disclosing Party”) or its agent, employee, representative or Affiliate to the other in connection with this Agreement, during negotiations and the term of this Agreement:

- 8.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" however, regardless of whether so marked, any non-public information which, because of legends or other markings, the circumstances of disclosure or the information itself, is otherwise reasonably understood by the Receiving Party to be proprietary and confidential to the Disclosing Party, shall be deemed to be Proprietary Information; or
- 8.1.2 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and
- 8.1.3 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 8, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **“Derivative Information”**).

8.2 Proprietary Information Shall be Held in Confidence

8.2.1 Each Receiving Party agrees that:

- 8.2.1.1 all Proprietary Information communicated to it or any of its agents, attorneys, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, attorneys, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- 8.2.1.2 it will not, and it will not permit any of its agents, attorneys, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
 - 8.2.1.3 it will disclose Proprietary Information only to those of its agents, attorneys, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and
 - 8.2.1.4 it will, and will cause each of its agents, attorneys, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.
- 8.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, attorneys, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.
- 8.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 8.5 and (ii) reasonably necessary to perform its obligations under this Agreement.
- 8.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
- 8.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
 - 8.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
 - 8.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to

such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

- 8.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 8.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 8.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 8.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 8.5.

8.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 8.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 8.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's

compliance with this Section 8.4 with respect to all or part of such requirement.

8.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 8.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

8.5 Notwithstanding any of the foregoing, MID-PLAINS shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to MID-PLAINS' activities under the Act if MID-PLAINS has provided reasonable prior written notice to CLEC and obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.6 Return of Proprietary Information

8.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

- 8.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.
- 8.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 8.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 8.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing in this Section 8 shall obligate either Party to disclose to the other Party any particular information.
- 8.10 The Parties agree that an impending or existing violation of any provision of this Section 8 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liabilities

- 9.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or

omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount MID-PLAINS or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

- 9.1.2 Except for losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.2 NO CONSEQUENTIAL DAMAGES

- 9.2.1 NEITHER CLEC NOR MID-PLAINS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT MID-PLAINS' OR CLECS LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY MID-PLAINS OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR

EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

- 9.3 This Section 9 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

10. REMEDIES

- 10.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. INTELLECTUAL PROPERTY

- 11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. INDEMNITY

- 12.1 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing

within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 12.2 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

12.2.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

12.2.2 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

12.2.3 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

12.2.3.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement without authorization of the Indemnifying Party; and

12.2.3.2 no infringement would have occurred without such modification.

- 12.2.4 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 12.3 MID-PLAINS agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as MID-PLAINS.
- 12.3.1 MID-PLAINS shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by MID-PLAINS.
- 12.3.2 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, MID-PLAINS shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to MID-PLAINS under the vendor contract and the terms of the contract (excluding cost terms). MID-PLAINS shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 12.3.3 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 12.3, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including MID-PLAINS.
- 12.3.4 MID-PLAINS hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in MID-PLAINS' network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the

Intellectual Property rights MID-PLAINS agrees in Section 12.3 to use its best efforts to obtain.

- 12.3.5 MID-PLAINS does not and shall not indemnify defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with MID-PLAINS' network and unbundling and/or combining MID-PLAINS' Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights MID-PLAINS agrees in Section 12.3 to use its best efforts to obtain.
- 12.4 Consistent with and subject to the waiver of subrogation set forth under Section 26.6.2, CLEC shall reimburse MID-PLAINS for damages to MID-PLAINS' facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of MID-PLAINS' facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by CLEC, its agents or subcontractors or CLEC's End User. Upon reimbursement for damages, MID-PLAINS will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by MID-PLAINS for the damages to the extent of such payment.
- 12.5 Consistent with and subject to the waiver of subrogation set forth under Section 26.6.2, MID-PLAINS shall reimburse CLEC for damages to CLEC's facilities utilized to provide or access Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of MID-PLAINS, its agents or subcontractors or End User or resulting from MID-PLAINS' improper use of CLEC's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by MID-PLAINS, its agents or subcontractors or MID-PLAINS' End User. Upon reimbursement for damages, CLEC will cooperate with MID-PLAINS in prosecuting a claim against the person causing such damage. MID-PLAINS shall be subrogated to the right of recovery by CLEC for the damages to the extent of such payment.

12.6 Obligation to Defend; Notice; Cooperation

- 12.6.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 12.6.2 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 12.6.3 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 12.7 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the refusing Party against any cost or liability in excess of such refused compromise or settlement.
- 12.8 In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party unless it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

- 12.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 8.

13. OSHA STATEMENT

- 13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

- 14.1 The deposit requirements set forth in this Section 14 apply to all services furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements under this Agreement shall make two (2) separate deposits, each calculated separately as set forth below in Sections 14.2 through 14.9, inclusive.
- 14.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with MID-PLAINS where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to MID-PLAINS prior to the furnishing of services covered by this Agreement.
- 14.2.1 Subject to external credit check verification and/or financial statement review, MID-PLAINS may require two (2) to four (4) months of projected average monthly billings as a deposit.
- 14.2.2 If CLEC has established a minimum of twelve (12) consecutive months good credit history with MID-PLAINS, MID-PLAINS shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 14.1 through Section 14.9 of this Agreement shall continue to apply for the Term of the Agreement. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with MID-PLAINS, CLEC's payment record with MID-PLAINS for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

- 14.3 Any cash deposit shall be held by MID-PLAINS as a guarantee of payment of charges billed to CLEC, provided, however, MID-PLAINS may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 14.3.1 when MID-PLAINS sends CLEC the second delinquency notification during the most recent twelve (12) months; or
 - 14.3.2 when MID-PLAINS suspends CLEC's ability to process orders in accordance with Section 17.6; or
 - 14.3.3 when CLEC files for protection under the bankruptcy laws; or
 - 14.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 14.3.5 when this Agreement expires or terminates; or
 - 14.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, MID-PLAINS shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter during the most recent twelve (12) months.
 - 14.3.7 For the purposes of this Section 14.3, interest will be calculated as specified in Section 15.1.3.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 14.4 So long as CLEC maintains timely compliance with its payment obligations, MID-PLAINS will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, MID-PLAINS reserves the right to require additional deposit(s) in accordance with Section 14.1 and Section 14.5 through Section 14.9.
- 14.5 If during the first six (6) months of operations covered by this Agreement, CLEC has been sent one delinquency notification letter by MID-PLAINS, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 14.5.1 for a two (2) to four (4) month period exceeds the deposit amount held.
- 14.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters by MID-PLAINS, the deposit amount shall be re-evaluated

based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

14.6.1 for a two (2) to four (4) month period exceeds the deposit amount held.

- 14.7 Whenever a deposit is re-evaluated as specified in Section 14.5 or Section 14.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.
- 14.8 Whenever a deposit is re-evaluated as specified in Section 14.5 and Section 14.6, CLEC shall remit the additional deposit amount to MID-PLAINS within thirty (30) calendar days of receipt of written notification from MID-PLAINS requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, MID-PLAINS shall begin the process set forth in Section 17 of this Agreement.
- 14.9 The fact that MID-PLAINS holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

15. BILLING AND PAYMENT OF RATES AND CHARGES

- 15.1 Unless otherwise stated, each Party will render itemized monthly bill(s) to the other for functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 15.1.1 Payment in full of all charges billed by MID-PLAINS is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**").
- 15.1.2 Payment in full of all charges billed by CLEC is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**").
- 15.1.3 If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, "**Past Due**"), then a late payment charge shall be assessed as provided in Sections 15.1.3.1 as applicable.

- 15.1.3.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.
- 15.2 If any portion of an amount due to a Party (the **"Billing Party"**) for services under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall give written notice to the Billing Party of the amounts it disputes (**"Disputed Amounts"**) and include in such written notice the specific details and reasons for disputing each item listed in Section 16.3.1.4. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.
- 15.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 16.
- 15.4 If the Non-Paying Party disputes any charges for services and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 15.4.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute; and
- 15.4.2 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party for that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges such Billing Party is entitled to receive pursuant to this Section.
- 15.5 Failure by the Non-Paying Party to pay any charges determined by final non-appealable order resulting from the dispute resolution process to be owed to the Billing Party within the time specified in the order or if no time is specified, then within the time set forth in Section 15.4.2 shall be grounds for termination of this Agreement.
- 15.6 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such

copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

16. DISPUTE RESOLUTION

16.1 Finality of Disputes

16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

16.1.2 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 Commencing Dispute Resolution

16.2.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods each of which is described below:

16.2.1.1 Service Center;

16.2.1.2 Informal Dispute Resolution; and

16.2.1.3 Formal Dispute Resolution.

16.3 Service Center Dispute Resolution

16.3.1 The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

16.3.1.1 If the written notice given pursuant to Section 15.2 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the

dispute shall first be referred to the appropriate service center for resolution. In order to resolve a billing dispute, CLEC shall furnish MID-PLAINS written notice of (i) the date of the bill in question, (ii) BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.

16.3.1.2 The Parties shall attempt to resolve Disputed Amounts appearing on MID-PLAINS' current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 16.3.1.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, MID-PLAINS will notify CLEC of the status of the dispute and the expected resolution date.

16.3.1.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 16.3.1.1), upon request, MID-PLAINS will notify CLEC of the status of the dispute and the expected resolution date.

16.3.1.4 Any notice of Disputed Amounts given by MID-PLAINS to CLEC pursuant to Section 16.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that MID-PLAINS disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided MID-PLAINS, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify MID-

PLAINS of the status of the dispute and the expected resolution date.

16.3.1.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 16.3, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 16.4 of this Agreement.

16.4 Informal Resolution of Disputes

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.2 or Section 16.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

16.5 Formal Resolution of Disputes

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

16.6 Arbitration

16.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be Madison, Wisconsin, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. TERMINATION OF SERVICE TO CLEC

- 17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, and 17.4 shall apply to all charges billed for all functions, facilities, products and services furnished under this Agreement. Section 17.5 shall apply only to Resale Services and Network Elements furnished under this Agreement.
- 17.2 Failure of CLEC to pay charges due as set forth in Section 15 shall be grounds for disconnection of functions, facilities, products and services furnished under this Agreement.
- 17.3 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.
- 17.4 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above (30 calendar days from the due date of such unpaid charges), MID-PLAINS will notify CLEC and the appropriate commission(s) in writing, that unless all charges are paid within thirty (30) calendar days, CLEC's service may be disconnected.

- 17.5 MID-PLAINS may discontinue service to CLEC upon failure to pay undisputed charges only as provided in this section, and will have no liability to CLEC in the event of such disconnection.
- 17.6 After disconnect procedures have begun, MID-PLAINS will not accept service orders from CLEC until all unpaid, undisputed charges are paid. MID-PLAINS shall require a deposit equal to one month's charges (based on the highest previous month of service from MID-PLAINS) prior to resuming service to CLEC after disconnect for nonpayment.
- 17.7 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 16.
- 17.8 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay any revised deposit or (iii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:
 - 17.8.1 assess a late payment charge and where appropriate, a dishonored check charge;
 - 17.8.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
 - 17.8.3 refuse to accept new, or complete pending, orders; and/or
 - 17.8.4 discontinue service.
 - 17.8.5 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:
 - 17.8.5.1 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 17.8.5.2 Sections 17.10.3 and 17.10.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark

17.8.5.3 Once disconnection has occurred, additional charges may apply.

18. NOTICES

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

18.2 If to CLEC:

Manager - Carrier Relations
TDS METROCOM
525 Junction Road, Suite 6000
Madison, WI 53717

18.3 If to MID-PLAINS:

TDS TELECOM
ATTN: Carrier Relations
9737 Cogdill Road, Suite 230
Knoxville, TN 37932
Facsimile Number: 865-966-4720

18.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for receipt of notices will be deemed effective ten (10) calendar days following receipt by the other Party.

19. TAXES

19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a

purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

- 19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 19.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 19.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 19.6.
- 19.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 19.6 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities,

products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

19.7 With respect to any Tax or Tax controversy covered by this Section 19, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

19.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. FORCE MAJEURE

20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. PUBLICITY

- 21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party. This does not prohibit the use of valid comparison advertising.
- 21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

- 22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.
- 22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each Party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

- 22.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 22.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users.
- 22.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS the parties agree to the following:
- 22.5.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.
- 22.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services. However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
- 22.5.3 If the parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. LAW ENFORCEMENT AND CIVIL PROCESS

- 23.1 MID-PLAINS and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other

Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving Party is able to do so; if response requires the assistance of the other Party such assistance will be provided.

23.1.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. **CHANGES IN SUBSCRIBER CARRIER SELECTION**

- 24.1 Each Party shall abide with all applicable federal and state laws and regulations prior to executing changes to an End User's selection of Local Exchange Carrier. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

25. AMENDMENTS OR WAIVERS

- 25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 25.2 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 16.

26. GENERAL RESPONSIBILITIES OF THE PARTIES

- 26.1 MID-PLAINS and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 26.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 26.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the facilities required to assure traffic completion to and from all End Users in their respective designated service areas.
- 26.4 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 26.5 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 26.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 26.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 26.6.2 Commercial General Liability insurance with minimum limits of: \$5,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 aggregate, \$1,000,000 per occurrence are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Each Party agrees to waive its respective rights of subrogation in favor of the other Party on the Commercial General Liability policy.
- 26.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 26.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 26.6 through 26.6.3 of this Agreement provided that a Party

may, with consent of the other Party, utilize a subcontractor with different limits of insurance if appropriate to the scope of work to be performed, consent not to be unreasonably withheld.

26.6.5 The Parties agree that companies affording the insurance coverage required under Section 26.6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

26.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

26.6.7 This Section 26.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

26.7 Upon CLEC signature of this Agreement, CLEC shall provide MID-PLAINS with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

26.8 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), CLEC shall submit written notice to MID-PLAINS within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate MID-PLAINS for the costs to be incurred by MID-PLAINS to make the CLEC Change to the applicable MID-PLAINS databases, systems, records and/or recording announcement(s). In addition, CLEC shall compensate MID-PLAINS for any service order charges and/or service request charges associated with such CLEC Change. MID-PLAINS' agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

26.9 When a End User changes its service provider from MID-PLAINS to CLEC or from CLEC to MID-PLAINS and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral

announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.

26.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

26.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

27. AUTHORITY

27.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

27.2 MID-PLAINS for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. MID-PLAINS for which this Agreement is executed represents and warrants that TDS Telecommunications Corporation has full power and authority to execute and deliver this Agreement as agent for MID-PLAINS. MID-PLAINS for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

27.3 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

28. BINDING EFFECT

28.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

29. CONSENT

29.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

30. EXPENSES

30.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

30.2 MID-PLAINS and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement.

31. HEADINGS

31.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

32. RELATIONSHIP OF PARTIES/INDEPENDENT CONTRACTOR

32.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 32.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

33. MULTIPLE COUNTERPARTS

- 33.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

34. THIRD PARTY BENEFICIARIES

- 34.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide and will not be construed to provide any Person not a Party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

35. REGULATORY APPROVAL

- 35.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.
- 35.2 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully

support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

36. REGULATORY AUTHORITY

- 36.1 MID-PLAINS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with MID-PLAINS in obtaining and maintaining any required approvals for which MID-PLAINS is responsible, and MID-PLAINS will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 36.2 No Tariff filing will supercede any provision of this Agreement. This Section is not intended to apply to any MID-PLAINS tariffs or filings which do not affect CLEC's rights or MID-PLAINS' obligations to CLEC under this Agreement. This Section does not impair MID-PLAINS' right to file tariffs nor does it impair MID-PLAINS' right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that MID-PLAINS provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Appendix: Resale, nor does it impair CLEC' right to contest such tariffs before the appropriate Commission.

37. COMPLIANCE AND CERTIFICATION

- 37.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 37.2 Each Party warrants that it has obtained all necessary state certification prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

- 37.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 37.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

38. AUDITS

- 38.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 38.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

- 38.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth

day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Audits shall be performed at Auditing Party's expense.

- 38.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 38.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 38.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 15.1.3.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 38.1.6 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in this section. Any additional audit shall be at the requesting Party's expense.

39. COMPLETE TERMS

- 39.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

40. COOPERATION ON PREVENTING END USER FRAUD

- 40.1 Neither Party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 40.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced above will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

41. NOTICE OF NETWORK CHANGES

- 41.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks, in compliance with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

42. GOOD FAITH PERFORMANCE

- 42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval

or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

43. GOVERNMENTAL COMPLIANCE

- 43.1 CLEC and MID-PLAINS each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to work locations. CLEC and MID-PLAINS each agree to indemnify, defend, (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply. Except as expressly specified in this Agreement, MID-PLAINS, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for MID-PLAINS to provide the Network Elements and Resale services pursuant to this Agreement.

44. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 44.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:
- 44.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and
 - 44.1.2 listed by any governmental agency as a hazardous substance.
- 44.2 CLEC will in no event be liable to MID-PLAINS for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. MID-PLAINS will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that MID-PLAINS, its contractors or agents introduce to

the work locations or (ii) the presence or Release of any Environmental Hazard for which MID-PLAINS is responsible under Applicable Law.

- 44.3 MID-PLAINS will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that MID-PLAINS did not introduce to the affected work location. CLEC will indemnify, defend (at MID-PLAINS' request) and hold harmless MID-PLAINS, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations or ii) the presence or Release of any Environmental Hazard for which CLEC is responsible under Applicable Law.

45. SUBCONTRACTING

- 45.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

46. REFERENCED DOCUMENTS

- 46.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or

successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

46.2 References

References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

46.3 Tariff References

46.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

46.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

46.4 Conflict in Provisions

46.4.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

46.4.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

46.5 Joint Work Product

46.5.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

47. SEVERABILITY

47.1 Subject to the provisions set forth in Section 4 of the General Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

47.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service.

48. SURVIVAL OF OBLIGATIONS

48.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

49. GOVERNING LAW

49.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State of Wisconsin, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network

Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Madison, Wisconsin, and waive any and all objection to any such venue.

50. PERFORMANCE CRITERIA

- 50.1 Specific provisions governing failure to meet Performance Criteria are contained in APPENDIX PERFORMANCE MEASUREMENTS.

51. APPENDICES INCORPORATED BY REFERENCE

- 51.1 **ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)**
MID-PLAINS - shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.
- 51.2 **COLLOCATION -- SECTION 251(c)(6)**
Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.
- 51.3 **DIALING PARITY AND PERMANENT NUMBER PORTABILITY**
The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act. The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.
- 51.4 **RESALE**
MID-PLAINS shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.
- 51.5 **UNBUNDLED NETWORK ELEMENTS**
Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, MID-PLAINS will provide CLEC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. Specific Provisions concerning Unbundled Network Elements are addressed in Appendix Unbundled Network Elements, and other applicable Appendices.
- 51.6 **OSS**
In connection with its Resale of services and furnishing Unbundled Network

Elements to CLEC, MID-PLAINS agrees to provide to CLEC OSS pursuant to the terms specified in Appendix OSS.

51.7 INTERCONNECTION TRUNKING REQUIREMENTS

MID-PLAINS shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

51.8 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5).

The applicable Appendix Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

51.9 COMPENSATION FOR DELIVERY OF TRAFFIC

The Parties agree to compensate each other for the transport and termination of traffic as provided in Appendix Reciprocal Compensation.

52. CUSTOMER INQUIRIES

52.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

52.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 52.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

53. DISCLAIMER OF WARRANTIES

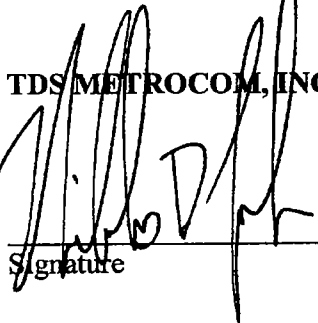
53.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH

PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

54. OTHER REQUIREMENTS AND APPENDICES

- 54.1 This Agreement incorporates a number of listed Appendices which, together with their associated Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

TDS METROCOM, INC.

 8/14/02

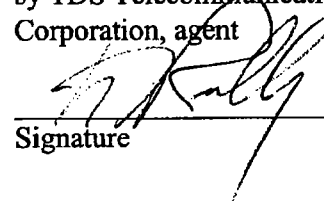
Signature Date

Nicholas Jackson
Printed Name

V.P. Customer Care/Business Operations
Position/Title

MID-PLAINS, INC.

by TDS Telecommunications
Corporation, agent

 8/14/02

Signature Date

Louis D. Reilly, III
Printed Name

Director- Carrier Relations
Position/Title

Signature Page to the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated the 1st day of July, 2002.

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Effective: July 1, 2002

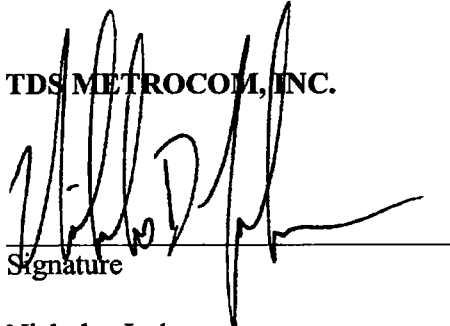
Attached to and made a part of the Interconnection Agreement dated as of July 1, 2002 between Mid-Plains, Inc. and TDS Metrocom, Inc.

The services and facilities subject to the identified Agreement and the terms and conditions under which these services and facilities are provided are defined in the following Appendices:

<u>Appendix</u>	<u>Effective</u>
Collocation	July 1, 2002
DSL- Digital Subscriber Line	July 1, 2002
ITR- Interconnection Trunking Requirements	July 1, 2002
NIM- Network Interconnection Methods	July 1, 2002
Number Portability	July 1, 2002
Numbering	July 1, 2002
OSS- Operations Support Systems	July 1, 2002
Performance Standards	July 1, 2002
Pricing	July 1, 2002
Reciprocal Compensation	July 1, 2002
Resale	July 1, 2002
ROW- Rights of Way	July 1, 2002
UNE- Unbundled Network Elements	July 1, 2002
WP- White Pages	July 1, 2002

Executed this _____ day of _____, 2002.

TDS METROCOM, INC.

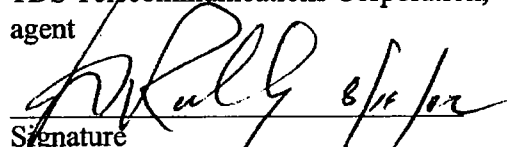


Signature

Nicholas Jackson
Printed Name

VP- Customer Care/Business Operations
Position/Title

MID-PLAINS, INC., by
TDS Telecommunications Corporation,
agent



Signature

Louis D. Reilly, III
Printed Name

Director- Carrier Relations
Position/Title

APPENDIX DSL

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APPENDIX DSL

Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions for providing DSL by MID-PLAINS and Competitive Local Exchange Carrier (CLEC).
- 1.3 The prices at which MID-PLAINS agrees to provide CLEC with DSL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.4 MID-PLAINS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.3 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

- 2.4 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 3.3 of this Appendix.
- 2.5 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.6 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.7 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.
- 2.8 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between MID-PLAINS' and CLEC's designated test representatives for the purpose of verifying Continuity as more specifically described in Section 7.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 MID-PLAINS will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. MID-PLAINS will not impose limitations on the transmission speeds of xDSL services; provided, however, MID-PLAINS does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.2 MID-PLAINS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless MID-PLAINS has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.3 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will submit to MID-PLAINS the following information as required by paragraph 204 of the Third Report And Order In CC Docket No. 98-147 And Fourth Report And Order In CC Docket No. 96-98, Adopted: November 18, 1999, Released: December 9, 1999.

3.4.1 Where the requesting carrier asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology.

3.4.2 Where a requesting carrier relies on a calculation-based approach to support deployment of a particular technology, it must provide the incumbent LEC with information on the speed and power at which the signal will be transmitted.

3.4.3 The documentation should also include the date of approval or deployment, any limitations included in its deployment, and a statement that to CLEC's knowledge the deployment did not significantly degrade the performance of other services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether CLEC or MID-PLAINS agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on MID-PLAINS facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.5.2 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS, the Parties agree to the following:

3.5.2.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

3.5.2.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

3.5.2.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described below, CLEC will, at the time of ordering, notify MID-PLAINS as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.2 This Agreement neither imposes on MID-PLAINS an obligation to provision xDSL capable loops in any instance where physical facilities do not exist nor relieves MID-PLAINS of any obligation that MID-PLAINS may have outside this Agreement to provision such loops in such instance. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay MID-PLAINS for conditioning performed at CLEC's request pursuant to Sections 6.1 and 6.2 below.

4.3 MID-PLAINS will not deny a requesting CLEC's right to deploy non-standard xDSL-based technology that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC,

any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.3.1 Upon request by CLEC, MID-PLAINS will cooperate in the testing and deployment of non-standard xDSL-based technology or may direct the CLEC, at CLEC's expense, to a third Party laboratory of CLEC's choice for such evaluation.

4.3.2 If it is demonstrated that the non-standard xDSL based technology will not significantly degrade the other advanced services or traditional voice based services, MID-PLAINS will provide a loop to support the new technology for CLEC as follows:

4.3.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then MID-PLAINS will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.3.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.3.2.3 If CLEC, MID-PLAINS or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the Party making the claim must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that CLEC, MID-PLAINS or another CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and

migrate its customers to technologies that will not significantly degrade the performance of such services.

- 4.4 Each Party must abide by Commission or FCC-approved spectrum management standards. MID-PLAINS will not impose its own standards for provisioning xDSL services.

5. LOOP MAKEUP INFORMATION AND ORDERING

- 5.1 General: MID-PLAINS will provide CLEC with nondiscriminatory access to its loop makeup information. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that MID-PLAINS is providing any other CLEC and/or MID-PLAINS' retail operations or its advanced services affiliate.
- 5.2 Loop Qualification: Loop qualification requires the manual look-up of data that is not contained in an electronic database. Loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a loop qualification charge for each loop qualification requested at the rates set forth in Appendix Pricing.
- 5.3 Loop qualification is subject to the following:
- 5.3.1 MID-PLAINS will provide loop makeup through a manual process for loop qualification. The loop qualification interval will be 3-5 business days or the interval provided to MID-PLAINS' affiliate, whichever is less.
- 5.3.2 If load coils, repeaters or excessive bridged tap are present on a loop, CLEC may request that MID-PLAINS perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6. PROVISIONING

- 6.1 Provisioning: MID-PLAINS will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by MID-PLAINS beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, MID-PLAINS maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's

request, MID-PLAINS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

- 6.2 CLEC shall designate, at the CLEC's sole option, what loop conditioning MID-PLAINS is to perform in provisioning the xDSL loop(s), on the loop order. Conditioning may be ordered on loop(s) of any length at the Loop Conditioning rates set forth in the Appendix Pricing. The loop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 6.3 The provisioning intervals are applicable to every xDSL loop regardless of the loop length.
 - 6.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-10 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to MID-PLAINS' tariffed xDSL-based services, or its affiliate's, whichever is less.
 - 6.3.2 The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-10 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to MID-PLAINS' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
 - 6.3.3 Orders for more than 10 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
 - 6.3.4 Orders for more than 10 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

- 6.3.5 Subsequent to the initial order for a xDSL capable loop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.3.6 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at time and material rates as set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7. TESTING

- 7.1 MID-PLAINS and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.
- 7.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request. All loops shall be tested to verify the absence of load coils, excessive bridge taps, foreign voltage, grounds or other elements that make the loop unsuitable.
- 7.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 7.3 Acceptance Testing Procedure:
- 7.3.1 Upon delivery of a loop to/for the CLEC, MID-PLAINS will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 7.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, MID-PLAINS will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

- 7.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, MID-PLAINS will not perform a short or open circuit due to technical limitations.
- 7.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide MID-PLAINS with a confirmation number and MID-PLAINS will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
- 7.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, MID-PLAINS will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, MID-PLAINS will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, MID-PLAINS will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide MID-PLAINS with a confirmation number and MID-PLAINS will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, MID-PLAINS will still close the order. MID-PLAINS will not complete an order that fails Acceptance Testing.
- 7.3.4 Until such time as the CLEC and MID-PLAINS agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, MID-PLAINS agrees that should the CLEC open a trouble ticket and a MID-PLAINS network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be a MID-PLAINS fault), MID-PLAINS, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 7.3.5 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from MID-PLAINS' error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request MID-PLAINS to re-perform the Acceptance Test at the MID-PLAINS conclusion of the repair phase again at no charge.

- 7.3.6 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

7.4 Acceptance Testing Billing

- 7.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval.
- 7.4.2 The charges for Acceptance Testing shall be as set forth in Appendix Pricing.
- 7.4.3 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8. MAINTENANCE/SERVICE ASSURANCE

- 8.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 8.2 In the event the trouble is identified and corrected in the CLEC equipment, MID-PLAINS will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 7.4 above) upon closing the trouble ticket.
- 8.3 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, MID-PLAINS' maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, MID-PLAINS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS or which result from conditioning or other work performed by MID-PLAINS.
- 8.4 MID-PLAINS will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee

basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by MID-PLAINS beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9. SPECTRUM MANAGEMENT

- 9.1 CLEC will advise MID-PLAINS of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify MID-PLAINS as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify MID-PLAINS. CLEC will abide by standards pertinent for the designated PSD mask type.
- 9.2 MID-PLAINS agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. MID-PLAINS may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. MID-PLAINS shall not deny CLEC a loop based upon spectrum management issues, subject to 9.3 below. In all cases, MID-PLAINS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by MID-PLAINS, as well as competitively neutral as between different xDSL services. Where disputes arise, MID-PLAINS and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, MID-PLAINS will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant.
- 9.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, MID-PLAINS and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 9.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then MID-PLAINS and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR
Interconnection Trunking Requirements

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions for Interconnection provided by MID-PLAINS and CLEC.
- 1.3 This Appendix provides descriptions of the trunking requirements between CLEC and MID-PLAINS. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local and mass calling.
- 1.4 Local trunk groups may only be used to transport traffic between the Parties End Users.

2. DEFINITIONS

- 2.1 "Network Interconnection Methods" (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 A one-way trunk group for ancillary services (e.g. mass calling) can be established between a CLEC Tandem or End Office switch and a MID-PLAINS End Office. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to MID-PLAINS (CLEC originating).
- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and a MID-PLAINS End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include sharing of costs. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. MID-PLAINS will use the ASR process as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data.

4. DIRECT END OFFICE TRUNKING

- 4.1 Direct End Office trunks terminate traffic from a CLEC switch to a MID-PLAINS End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 4.2 All traffic received by MID-PLAINS on the direct End Office trunk group from CLEC must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. All traffic received by CLEC on the direct End Office trunk group from MID-PLAINS must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the MID-PLAINS End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.
- 4.3 Trunk Configuration

4.3.1 Trunk Configuration –

- 4.3.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured

utilizing the B8ZS ESF protocol for 64 Kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

5. TRUNK GROUPS

- 5.1 The following trunk groups shall be used to exchange local traffic between CLEC and MID-PLAINS.
- 5.2 Local Interconnection Trunk Group(s) in Each Exchange
 - 5.2.1 Direct End Office Trunking
 - 5.2.1.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.1 and 4.2.
- 5.3 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.
- 5.4 MID-PLAINS will not block switched access customer traffic delivered to any MID-PLAINS Office for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any MID-PLAINS End Office. MID-PLAINS shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. MID-PLAINS also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with MID-PLAINS' End Office(s).
- 5.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, MID-PLAINS will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit

network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

5.6.1 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify MID-PLAINS of the need to establish a one-way outgoing SS7 or MF trunk group for HVCI/Mass Calling. Establishment of HVCI/Mass Calling trunks shall be on an individual case basis (ICB).

6. FORECASTING RESPONSIBILITIES

6.1 If it has not already done so under a prior interconnection agreement, CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. MID-PLAINS shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CLEC shall provide subsequent forecasts on a semi-annual basis. CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Forecasts shall be non-binding on both MID-PLAINS and CLEC. MID-PLAINS shall take CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing at the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

- 6.2 The semi-annual forecasts shall include:
- 6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
 - 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. MID-PLAINS shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to MID-PLAINS, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the Parties.
- 6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%

8. TRUNK SERVICING

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in section 3.3), MID-PLAINS will issue ASRs for trunk groups for traffic that originates in MID-PLAINS and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other Party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
- 8.3 In A Blocking Situation:
- 8.3.1 In a blocking final situation, an ASR will be issued by MID-PLAINS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MID-PLAINS will note "Service Affecting" on the ASR.
- 8.4 Underutilization:
- 8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

- 8.4.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will respond to the other Party within twenty (20) business days after receipt of the ASR.
 - 8.4.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the ASR
 - 8.4.1.4 If MID-PLAINS does not receive an ASR, or if the CLEC does not respond to the ASR by scheduling a joint discussion within the twenty (20) business day period, MID-PLAINS will attempt to contact the CLEC to schedule a joint planning discussion.
- 8.5 In all cases except a blocking situation, either Party will issue an ASR to the other Party:
 - 8.5.1 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The Parties will mutually agree upon intervals used for provisioning trunk groups.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among MID-PLAINS and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
 - 8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). MID-PLAINS will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection Trunks covered by this Appendix shall be no longer than 21 days from receipt of a request by either Party. If either CLEC or MID-PLAINS is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule the date no more than 7 days from the original date.

- 8.9 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT

10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and MID-PLAINS will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

- 10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and MID-PLAINS shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix is attached to and made part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by MID-PLAINS and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.3 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties.
 - 1.3.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
 - 1.3.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.
- 1.4 MID-PLAINS shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which MID-PLAINS provides itself, a subsidiary, an affiliate, or any other party to which MID-PLAINS provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.5 The Parties shall effect an Interconnection that is efficient, fair and in a manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

- 2.1 MID-PLAINS' network is partly comprised of End Office switches that serve IntraLATA, InterLATA, Local, EAS and ECC traffic. MID-PLAINS' network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein,

the Parties will agree to a physical architecture plan for a specific Interconnection area. The physical architecture plan will be completed within 60 days from CLEC's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. CLEC and MID-PLAINS agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and MID-PLAINS' End Office(s). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and MID-PLAINS' End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each End Office within an exchange area. Both Parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where MID-PLAINS operates as an incumbent LEC and CLEC has a switch and End Users in that area.
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.

- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. To the extent that the Parties agree to provide joint SONET or fiber meet, the CLEC may use the joint SONET facility to carry OS/DA, 911 or mass calling on its side of the POI.
- 2.7 If CLEC has established Collocation in a MID-PLAINS End Office, direct End Office trunks to that End Office shall be the financial responsibility of the CLEC. If CLEC has not established Collocation in a MID-PLAINS End Office, MID-PLAINS shall provision the facilities for the direct End Office trunks from the POI to the MID-PLAINS End Office.
- 2.8 Technical Interfaces
 - 2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.
 - 2.8.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 handoff is agreed to by the Parties, MID-PLAINS will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

- 3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a MID-PLAINS End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation Interconnection

- 3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a MID-PLAINS End Office and wishes for MID-PLAINS to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between MID-PLAINS and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a MID-PLAINS End Office.

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain SONET system. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.4.4 There are four basic Fiber Meet design options. In the event that the Fiber Meet designs implemented between CLEC and MID-PLAINS under predecessor interconnection agreement are substantially of the Design Four type, and the existing facilities are available, the Parties agree to use Design Four for any new Fiber Meet facilities provisioned under this Agreement. In the event that the requirements stated in the preceding sentence cannot be fulfilled or if CLEC desires use of a different design at a particular Fiber Meet, the options selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.4.1 Design One: CLEC's fiber cable (four fibers) and MID-PLAINS' fiber cable (four fibers) are connected at an economically and

technically feasible point between the CLEC and MID-PLAINS locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.4.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or MID-PLAINS designated) manhole at the MID-PLAINS End Office switch. MID-PLAINS shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for MID-PLAINS to pull the fiber cable through the MID-PLAINS cable vault and terminate on the MID-PLAINS fiber distribution frame (FDF) in MID-PLAINS' office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. MID-PLAINS shall take the fiber from the manhole and terminate it inside MID-PLAINS' office on the FDF at MID-PLAINS' expense. In this case the POI shall be at the MID-PLAINS designated manhole location.

3.4.4.3 Design Three: MID-PLAINS will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable MID-PLAINS to deliver fiber optic facilities into that manhole. MID-PLAINS will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. MID-PLAINS shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

3.4.4.4 Design Four: Both CLEC and MID-PLAINS each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. MID-PLAINS will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system.

Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the MID-PLAINS' location.

- 3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from MID-PLAINS. This location is CLEC's responsibility to provision and maintain.
- 3.4.6 The MID-PLAINS location includes all MID-PLAINS' FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is MID-PLAINS' responsibility to provision and maintain.
- 3.4.7 MID-PLAINS and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.
- 3.4.9 CLEC and MID-PLAINS will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and MID-PLAINS.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If CLEC determines to offer local Interconnection within a MID-PLAINS' area, CLEC shall provide written notice to MID-PLAINS of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation

date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

- 4.3 If CLEC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional MID-PLAINS' Central Offices, CLEC shall provide written notice to MID-PLAINS to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If MID-PLAINS deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange, MID-PLAINS shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 CLEC and MID-PLAINS shall work cooperatively to install and maintain a reliable network. CLEC and MID-PLAINS shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 4.5 CLEC and MID-PLAINS will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.
- 4.6 CLEC and MID-PLAINS shall:
 - 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 4.6.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

- 5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

- 5.2.1 Investment is to be minimized.
- 5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

- 5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.
- 5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
- 5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- 5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover leasing of facilities for purposes of Interconnection. MID-PLAINS offers leased facilities on an ICB basis.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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**APPENDIX NP
NUMBER PORTABILITY**

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions for Number Portability provided by MID-PLAINS and CLEC.
- 1.3 The prices at which MID-PLAINS agrees to provide CLEC with Number Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. PERMANENT NUMBER PORTABILITY

2.1 General Terms and Conditions

- 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this Agreement was signed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2 Service Provided

2.2.1 The Parties shall:

2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.1.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.2 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Obligations of MID-PLAINS:

2.3.1 MID-PLAINS has deployed LRN in all of their switches.

- 2.3.2 MID-PLAINS may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of CLEC:

- 2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 2.4.2 When CLEC requests that an NXX in an LRN capable MID-PLAINS switch become portable, CLEC shall follow the industry standard LERG procedure.
- 2.4.3 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.4 For PNP orders CLEC shall adhere to MID-PLAINS' Local Service Request (LSR) format and PNP due date intervals. MID-PLAINS will provide for an ASR format that integrates PNP ordering.
- 2.4.5 CLEC shall adhere to reserved number standards as set by the FCC.

2.5 Obligations of Both Parties

- 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.
- 2.5.2 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

- 2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 2.5.8 MID-PLAINS will provide 10-digit trigger on all LNP orders.

2.6 Limitations of Service

- 2.6.1 Telephone numbers can be ported only within MID-PLAINS rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within 30 days, either Party may invoke the dispute resolution procedures under this Agreement.
- 2.6.2 Telephone numbers in the following MID-PLAINS' NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) MID-PLAINS' Official Communications Services (OCS) NXXs.
- 2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

2.7 Service Descriptions

- 2.7.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message

and the called number then appears in the GAP (Generic Address Parameter) field.

- 2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.7.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. MID-PLAINS will perform LNP Query Service for CLEC pursuant to the terms and conditions set forth in National Exchange Carrier Association (NECA) Tariff FCC No. 5. CLEC will perform N-1 responsibilities on the same terms as MID-PLAINS provides for in its applicable tariff.
- 2.7.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in MID-PLAINS' applicable tariff.
- 2.7.8 Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

- 2.8.1 The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which MID-PLAINS is a concurring carrier.
- 2.8.2 CLEC agrees not to charge MID-PLAINS, nor any MID-PLAINS' End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

3. MASS CALLING

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. Number portability for mass calling codes will be done on an Individual Case Basis.

4. PROVISION OF PNP BY CLEC TO MID-PLAINS

4.1 CLEC shall provide PNP to MID-PLAINS under no less favorable terms and conditions as when MID-PLAINS provides such services to CLEC.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective July 1, 2002.
- 1.2 This Appendix sets forth the terms and conditions under which MID-PLAINS and CLEC will coordinate with respect to NXX assignments.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each MID-PLAINS rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will not apply where number pooling is in effect. In areas where thousand block number pooling is in place, the CLEC shall obtain a separate thousand block for each. This will enable CLEC and MID-PLAINS to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116,

released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER". In a Thousand-block number pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method.

2.8 Test Numbers

- 2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing

simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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**APPENDIX OSS
ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS**

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by MID-PLAINS.

2. GENERAL CONDITIONS

- 2.1 Operations Support Systems. Ordering, preordering, provisioning, maintenance and repair of unbundled Network Elements by CLEC shall be initially accomplished by submitting a MID-PLAINS' order form (Service Order) via either facsimile or by e-mail. MID-PLAINS shall transition to an electronic ordering interface having ordering, preordering, provisioning, maintenance and repair functionalities when such a system is generally available within the industry. The allocation of the cost of such interface shall be negotiated by the parties and, if necessary, subject to the dispute procedures found in the General Terms and Conditions of this Agreement.

3. OPERATIONS SUPPORT SYSTEM FUNCTIONS

- 3.1 Pre-Ordering, Ordering and Provisioning. MID-PLAINS will use the interface described in Section 2.1 for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). The Access Services Request (ASR) will be used for the transfer of information concerning the Network Elements which CLEC intends to order in a specific End Office.
- 3.2 Provisioning
 - 3.2.1 Service Ordering and Provisioning: Service Orders will be placed by CLEC and provisioned by MID-PLAINS in accordance with the procedures described in 2.1 of this Section. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100.

- 3.2.2 Provisioning Support: MID-PLAINS shall provide provisioning support to CLEC on the same basis MID-PLAINS provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
 - 3.2.2.1 Status Report: After receipt and acceptance of a Service Order, MID-PLAINS shall provide CLEC with service status notices on an exception basis.
 - 3.2.2.2 Engineering Support: When requested by CLEC and upon payment of MID-PLAINS' charges, MID-PLAINS shall provide timely engineering support.
 - 3.2.2.3 Requests for Service Changes: Where MID-PLAINS provides installation, MID-PLAINS' representatives shall inform CLEC Customers to contact CLEC if such Customers request a service change at the time of installation.
 - 3.2.2.4 Non-Interruption of Service: Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, MID-PLAINS may not initiate any disconnect, suspension or termination of a CLEC Customer's Resale Service, unless directed to do so by CLEC by transmission of a Service Order or MID-PLAINS' receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

3.3 Maintenance

- 3.3.1 MID-PLAINS shall provide repair, maintenance, and testing, for all Resale Services in accordance with the terms and conditions of this Section 3.3.
- 3.3.2 MID-PLAINS' technicians shall provide repair service that is at least equal in quality to that provided to MID-PLAINS' Customers; trouble calls from CLEC shall receive response time priority that is at parity to that of MID-PLAINS' Customers and shall be based on trouble severity, regardless of whether the Customer is a CLEC Customer or a MID-PLAINS Customer.
- 3.3.3 MID-PLAINS shall provide CLEC with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to CLEC under this Schedule that it currently provides for the

maintenance of its own network. MID-PLAINS shall provide CLEC notice of any scheduled maintenance activity which may impact CLEC's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

- 3.3.4 MID-PLAINS shall provide notice of non-scheduled maintenance activity that will impact CLEC Customers. MID-PLAINS shall provide maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.
- 3.3.5 If service is provided to CLEC Customers before an electronic interface ("EI") is established between CLEC and MID-PLAINS, CLEC will transmit repair calls to MID-PLAINS by telephone.
- 3.3.6 MID-PLAINS, including the EI when available, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. MID-PLAINS will provide CLEC a twenty-four (24) hour advanced notification of such out-of-service conditions.
- 3.3.7 MID-PLAINS shall provide progress reports and status-of-repair efforts to CLEC upon request. MID-PLAINS shall inform CLEC of restoration of Resale Service after an outage has occurred.
- 3.3.8 Maintenance charges for premises visits by MID-PLAINS' technicians shall be billed by CLEC to its Customer, and not by MID-PLAINS.
- 3.3.9 Dispatching of MID-PLAINS' technicians to CLEC Customer premises shall be accomplished by MID-PLAINS pursuant to a request received from CLEC.

3.4 Disaster Recovery

- 3.4.1 The Parties will jointly establish a process for disaster recovery that addresses the following:
 - 3.4.1.1 Events affecting MID-PLAINS' network, work centers and Operational Support Systems functions;
 - 3.4.1.2 Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

3.4.1.3 Procedures for notifying CLEC of problems, initiating restoration plans and advising CLEC of the status of resolution;

3.4.1.4 Definition of a disaster; and

3.4.1.5 Equal priority, as between CLEC Customers and MID-PLAINS Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

4. RESPONSIBILITIES OF CLEC

- 4.1 CLEC shall be responsible for providing to its Customers and to MID-PLAINS a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact MID-PLAINS with regard to such requests, MID-PLAINS shall inform such Customers that they should call CLEC and will provide CLEC's contact numbers to such Customers. At CLEC's request, MID-PLAINS shall provide a "warm" transfer to CLEC of calls it receives from CLEC's Customers for service or repair requests at rates to be agreed upon by the Parties.
- 4.2 CLEC shall provide MID-PLAINS with accurate and complete information regarding CLEC's Customers in a method reasonably prescribed by MID-PLAINS to allow MID-PLAINS to keep its Emergency Telephone Number Service database updated, if MID-PLAINS maintains such a database.
- 4.3 Prior to the Effective Date, CLEC shall have received and communicated to MID-PLAINS its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

APPENDIX PERFORMANCE STANDARDS

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APPENDIX PERFORMANCE STANDARDS

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights or obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that MID-PLAINS is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PSC decisions/regulations, tariffs, and within this interconnection agreement.

2. DEFINITIONS

- 2.1 When used in this Appendix, the following terms will have the meanings indicated:
 - 2.1.1 Performance Criteria
 - 2.1.1.1 Generally, the Performance Measurements contained in this Appendix specify performance equal to that which MID-PLAINS achieves for itself in providing equivalent end user service as the Performance Criterion.
 - 2.1.2 Non-compliance
 - 2.1.2.1 The failure by MID-PLAINS to meet the Performance Criteria for any performance measure identified as an available measurement type.

3. SPECIFIED PERFORMANCE STANDARDS

- 3.1 Each Party shall provide the other Party Interconnection (i) in accordance with Section 6, Section 7, and Section 8 as determined by this Section and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").
- 3.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria

listed in Sections 6, 7, and 8 (each, an "Interconnection Performance Activity") relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the "Providing Party's Interconnection Records") and to other LECs (the "Other LEC Interconnection Records") and parallel records of the Interconnection that the Providing Party provides to the other Party (the "Other Party's Interconnection Records").

- 3.3 The Providing Party shall provide to the Other Party upon request in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Period, (ii) the sample size of the Interconnection Performance Activity measured for such Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach." Notwithstanding anything to the contrary in this Section 3, the Parties acknowledge that the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and such Other LEC Interconnection Records shall be provided to the Other Party in a manner that preserves the confidentiality of each Other LEC and any of such LEC's proprietary information (including CPNI).
- 3.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.
- 3.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in the General Terms and Conditions Appendix and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and

regulations of the Commission or (v) seek other relief under Applicable Law.

- 3.6 The other Party shall also be entitled to (i) credit allowances for delays solely caused by the Providing Party in provisioning interconnections pursuant to the method for prorating set forth in Section 10, if any charge is applicable for the provisioning, and (ii) any credit allowances pursuant to the same terms and conditions that the Providing Party offers credit allowances to its Customers, including those under its tariffs and those described in Section 10. If the other Party is entitled to credit allowances under both (i) and (ii) for the same delay, the greater of the two amounts will apply.
- 3.7 The Parties' Agreement to the procedures set forth in this Section 3 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.
- 3.8 The Parties, through their representatives, will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

4. STANDARDS OF PERFORMANCE- NETWORK ELEMENTS

- 4.1 MID-PLAINS shall provide to CLEC access to unbundled Network Elements (i) in accordance with Section 6 and Section 7 as determined by this Section (including any service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the "MID-PLAINS Network Element Performance Benchmarks").
- 4.2 To determine MID-PLAINS' compliance with the MID-PLAINS Network Element Performance Benchmarks, MID-PLAINS shall maintain records of specific criteria listed on Section 6 and Section 7 which criteria are (i) the criteria that MID-PLAINS currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding MID-PLAINS' compliance with different performance levels and intervals of such Network Elements requested by CLEC and provided by MID-PLAINS pursuant to Section 8.4 and a Bona Fide Request (each, a "Network Element Performance Activity"). MID-PLAINS shall maintain records relating to the access to unbundled Network Elements MID-PLAINS provides to itself, its subsidiaries and Affiliates. If the Parties are unable to reach voluntary agreement, either Party may petition for arbitration under Section 252 of the Act.
- 4.3 In no event shall MID-PLAINS be deemed to have committed a Specified Performance Breach if MID-PLAINS' failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event

(i) prevents MID-PLAINS from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of MID-PLAINS' compliance with the applicable MID-PLAINS Network Element Performance Benchmark or (ii) only suspends MID-PLAINS' ability to timely perform such Network Element Performance Activity, then the applicable time frame in which MID-PLAINS' compliance with the MID-PLAINS Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

- 4.4 Upon the occurrence of a Specified Performance Breach by MID-PLAINS, CLEC may forego the dispute escalation procedures set forth in the General Terms and Conditions Appendix of the Agreement: (i) bring an action against MID-PLAINS in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.
- 4.5 CLEC shall also be entitled to (i) credit allowances for delays solely caused by the Providing Party in provisioning network elements pursuant to the method for prorating set forth in Section 10, and (ii) any credit allowances pursuant to the same terms and conditions that MID-PLAINS offers credit allowances to its customers, including those under its tariffs and those described in Section 10. If CLEC is entitled to credit allowances under both (i) and (ii) for the same delay, the greater of the two amounts will apply.
- 4.6 The Parties' Agreement to the procedures set forth in this Section 4 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

5. STANDARDS OF PERFORMANCE- RESALE

- 5.1 MID-PLAINS shall provide Resale Services to CLEC (i) in accordance with Section 6 and Section 7 as determined by this Section and (ii) as required by the Commission (collectively, the "Resale Performance Benchmarks").
- 5.2 To determine MID-PLAINS' compliance with the Resale Performance Benchmarks, MID-PLAINS shall maintain records of specific criteria listed in Section 6 and Section 7 (each, a "Resale Performance Activity") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and MID-PLAINS' retail Customers (the "MID-PLAINS Resale Records") and parallel records of the Resale Services provided to (i) CLEC (the "CLEC Records") and (ii) on an aggregate basis, resellers of Telecommunications Services other than CLEC (the "Other Reseller Records"). MID-PLAINS believes, after good faith

inquiry, that Section 6 and Section 7 is a complete and accurate description of all criteria used as of the Effective Date by MID-PLAINS to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if MID-PLAINS no longer measures criterion in assessing its performance in providing such Resale Service to MID-PLAINS' retail Customers or begins measuring additional criteria.

- 5.3 Upon the occurrence of a Specified Performance Breach by MID-PLAINS, CLEC may forego the dispute escalation procedures set forth at Section 5.3.1 and (i) bring an action against MID-PLAINS in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law. Alternatively, CLEC may elect to have MID-PLAINS pay to CLEC as liquidated damages any amounts that CLEC is entitled to receive under then existing Commission procedures relating to the failure by MID-PLAINS to comply with the Commission performance standards.

- 5.3.1 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within (i) thirty (30) days or (ii), in the event of a service affecting Dispute two (2) days, after a written request to resolve such Dispute is received by a Party, the Parties shall attempt in good faith to address any default or resolve any Dispute according to the rules, guidelines or regulations of the Commission; provided, however, a Party may pursue all available remedies in the event that there is no resolution of the Dispute pursuant to this Section. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any CLEC Customer or MID-PLAINS' Customer.

- 5.4 The Parties' Agreement to the procedures set forth in this Section shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the Party requirements of this Agreement and of the Act have or have not been met.

6. PERFORMANCE BENCHMARKS

6.1 Unbundled Loops.

A. Non-DS1 Loops-Standard Intervals

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

	<u>Interval</u>
1. Facilities Available	7 Business Days
2. Facilities or Force Not Available	Negotiated

C. DS3-Unbundled Local Transport

Negotiated Interval

D. OC-N-Unbundled Local Transport

Negotiated Interval

6.2 Resale:

Average Installation Time: 2.77 days or within twenty-four (24) hours of agreed upon date whichever is longer.

6.3 Average Time Out of Service: 14.55 hours

6.4 HICAP - 45 minutes to respond.

6.5 Average Initial Trouble Reports: 24.43/100 lines annually.

6.6 Speed of answer of repair call: 20 seconds average.

7. MID-PLAINS' TECHNICAL REFERENCES WHICH PROVIDE STANDARDS OF PERFORMANCE

7.1 GENERAL TECHNICAL REFERENCES

Wisconsin Administrative Code
Chapter PSC 160
Chapter PSC 165

MID-PLAINS' Alternative Regulation Plan
Section 9e. Service Commitment

7.2 SPECIFIC TECHNICAL REFERENCES

- A. Unbundled Loop Transmission and Network Interface Device
Included in Chapter PSC 160.031
and Chapter PSC 165.087(2)
- B. Trunk Transmission
Included in Chapter PSC 165.087(3)
- C. Interoffice Trunks
Included in Chapter PSC 165.086
- D. Central Office Switching for Resale and for Termination of Traffic
Included in PSC Chapter 165.084

8. MUTUAL INTERCONNECTION PERFORMANCE BENCHMARKS

8.1 Trunk Provisioning Intervals

8.1.1	<u>Number of End Office Trunks Per Order Per Day</u>	<u>Interval</u>
	1-48	14 days
	49-96	15 days
	97+	Negotiated

8.1.2 Third-Party Provisioned Trunks
Third-Party's Interval

8.2 Trunking Grade of Service

Blocking Standards

<u>Traffic Type</u>	<u>Measurement</u>
Final Trunk Group Traffic	1% (0.01)

8.3 Trunk Restoral

<u>Outage- Severity Class</u>	<u>Restoration Interval</u>
Critical- This class constitutes an emergency: <ul style="list-style-type: none"> • Loss of more than 25% of trunking * • Loss of more than 25% of call processing 	4 Hours
High-Customer service affecting <ul style="list-style-type: none"> • Loss of less than 25% trunking • Loss of less than 25% of call processing 	8 Hours
Non-Service Affecting	3 business days

* Commitment to trunk restoral will be 1 hour after facility restoral in cases of facilities issues, i.e. cable cut or facilities trouble.

- 8.4 The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon; however, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.

9. FORM OF REPRESENTATION OF AUTHORIZATION

CLEC hereby represents to MID-PLAINS, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

- 9.1 With respect to requests for CPNI regarding prospective Customers of CLEC, CLEC acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification or other means, in each case as permitted by Applicable Law ("Documentation of Authorization"), that explicitly authorizes CLEC to have access to the prospective Customer's CPNI. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, CLEC must submit to MID-PLAINS the Documentation of Authorization. If CLEC cannot provide applicable Documentation of Authorization, then MID-PLAINS shall not provide CPNI to CLEC.

- 9.2 If CLEC has already obtained Documentation of Authorization for the Customer to place an order for Telephone Exchange Service for the Customer, CLEC need not submit Documentation of Authorization to obtain the Customer's CPNI.
- 9.3 With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, CLEC acknowledges that it must obtain Documentation of Authorization which explicitly authorizes CLEC to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. CLEC need not submit the Documentation of Authorization to process a service order. However, CLEC hereby represents that it will not submit a service order to MID-PLAINS unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
- 9.4 The Documentation of Authorization must clearly and accurately identify CLEC and the prospective Customer.
- 9.5 CLEC shall retain all Documentation of Authorization in its files for as long as CLEC provides Telephone Exchange Service to the Customer, or for as long as CLEC makes requests for information on behalf of the Customer.
- 9.6 CLEC shall make Documentation of Authorization available for inspection by MID-PLAINS during normal business hours. In addition, CLEC shall provide Documentation of Authorization for Customers or prospective Customers to MID-PLAINS upon request.
- 9.7 CLEC is responsible for, and shall hold MID-PLAINS harmless from, any and all Losses resulting from MID-PLAINS' reliance upon CLEC's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
- 9.8 If CLEC fails to repeatedly and materially abide by the procedures set forth herein, MID-PLAINS reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.

- 9.9 This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of ____ 200__.

CLEC: TDS Metrocom, Inc.

By: 

Title: VP- Customer Care/ Business Operations

Printed Name: Nicholas Jackson

10. CREDIT ALLOWANCES SCHEDULE

The Party providing services pursuant to any of Sections 3, Section 4 or Section 5 (the "**Providing Party**") to the other Party (the "**Receiving Party**") will, in the event such service is interrupted, make a subsequent appropriate billing adjustment subject to the following conditions:

- 10.1 Credit for interruption is not allowed where the outage is caused by a willful act or negligence of Receiving Party or Receiving Party's Customers or the failure of facilities provided by Receiving Party or Receiving Party's Customers.
- 10.2 Credit will be allowed from the time notification is received from Receiving Party or from the time of discovery by the Providing Party, whichever is earlier, when each interruption comprises at least 24 consecutive hours of outage.
- 10.3 A major fraction of the last additional day, consecutive with a period consisting of 24 hours of outage, is considered a full day.
- 10.4 Credit for interruption is based upon the number of consecutive days of each outage.
- 10.5 The purpose of determining the allowance for interruption, each month is considered to have 30 days. The refund to Receiving Party shall be the pro rata part of the month's charges for the period of days that the portion of the service is rendered useless or inoperative.